I, Virginia J. Strohecker, City Clerk of the City of Riverside, California, hereby certify that the annexed Xerox copy of a Right-of-Way and Easement Deed from the Santa Ana River Development Company to the City of Riverside, dated May 26, 1960, is a full, true and correct copy of the original recorded document on file with the records of my office.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the official seal of the City of Riverside this 13th day of January, 1975.

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RIGHT-OF-WAY AND EASEMENT DEED

(Electric Transmission Line and Access Roads)

37.17

Anaheim, California, May 2471.1960

The undersigned, SANTA ANA RIVER DEVELOPMENT COMPANY, a corporation, Grantors, for a valuable consideration, to them in hand paid by the CITY OF RIVERSIDE, a municipal corporation, Grantee, receipt of which is hereby acknowledged, do hereby grant and convey to said Grantee, the City of Riverside, its successors and assigns, a perpetual right-of-way and easement, 25 feet in width measured at right angles, 12½ feet on each side of the hereinafter described center line for the construction, maintenance, operation, reconstruction, replacement, improvement, repair, inspection and patrolling of an electric transmission line as hereinafter described for the transmission of, upon and by means of a single line of poles and/or other structures (if required to span Grantee's present or future waterways), wires, cables, including ground wires and communication circuits with necessary and convenient foundations, guy wires, anchors, insulators and cross arms placed on said structures and other appurtenances connected therewith, convenient and necessary for the construction, maintenance, operation, regulation, control and grounding of electric transmission lines for the purpose of transmitting, distributing, regulating, using and controlling electric energy together with the right to clear and keep clear said easement and the real property affected thereby, free from explosives, buildings, structures, trees, brush and inflammable mater als, for the protection from fire and other hazards; in, on, over and across that real property situated in the County of Riverside, State of California, described as follows:

A uniform strip of land, 25.00 feet in width, upon, over and across portions of Lots 2, 3, 7 and 8 of Evans Rio Rancho, as shown by map on file in Map Book 10, pages 52 thru 54 thereof, Records of Riverside County, California, the center line of said strip being more particularly described as follows:

Beginning at a point on the center line of Jurupa Avenue which bears South 85° 47' East, 123.92 feet from the intersection of said center line with the center line of the 100 foot right-ofway of the Los Angeles and Salt Lake Railroad Company and its Lessee, Union Pacific Railroad Company,

Thence in a direct line, North 53° 12' 10" East, a distance of 5,633.5 feet, more or less, to the Northeasterly line of said Lot 8, distant thereon 215.63 feet Southeasterly of the most Northerly corner of said Lot 8,

EXCEPTING THEREFROM that portion included within Lot ? of

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said Evans Rio Rancho;

ALSO EXCEPTING THEREFROM that portion lying Southwesterly of the Southwesterly line of that strip of land described as Parcel No. 3 of that certain easement as conveyed by the Santa Ana River Development Company to the City of Riverside by deed filed for record December 6, 1957 in Book 2188 at page 499, Official Records of said Riverside County.

The side lines of said easement shall be lengthened or shortened to terminate at their respective intersections with the herein-before designated lines of property division.

The Grantee, its successors and assigns, shall have the right, hereby granted, of travel upon the electric transmission line right-of-way and easement herein granted, on foot or with teams, trucks, automobiles, tractors, and other mobile equipment for the transportation of workmen, materials, equipment and supplies, for all purposes of the Grantee, its successors and assigns, in connection with and incidental to the construction, maintenance, operation, reconstruction, replacement, improvement, repair, inspection and patrolling of said transmission line, together with the right of entry (where necessary due to the existing terrain and/or Grantor's waterways) over the Grantor's real property to said deeded easement from existing streets and that certain Outfall Sewer Easement as described in Deed recorded in Book 2188, at page 499, Records of Riverside County, during the construction, maintenance and inspection period.

The Grantee, its successors and assigns, shall have the right, hereby granted, to clear and keep clear said transmission line right-of-way and easement herein granted, and to have the same kept clear and free of trees, buildings, structures, wells, well-drilling equipment, derricks, booms and brush, inflammable and explosive materials, for protection of said electric transmission line against fire, damage, obstruction, contact, interference, impairment of clearance and other hazards; and the Grantors, their respective successors in ownership and estate, assigns, lessees, licensees and permitees, shall not have the right to construct, place, maintain or use any building, structure, well, well-drilling equipment, derrick, boom, or inflammable or explosive materials upon or within said transmission line right-of-way easement, but they shall have the right to use the land within

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said right-of-way and easement for ordinary and usual grazing, agricultural, vinicultural, and horticultural purposes, subject to and in a manner not inconsistent with the right-of-way and easement and rights hereby granted to the Grantee.

The Grantee, its successor and assigns, shall have the right, hereby granted, to trim and cut back or top any and all trees now or hereafter growing or existing outside the limits of said transmission line right-of-way and easement, so far and only so far as to assure that any such tree or trees, if felled or blown over, will not contact the conductor wires of said transmission line or any of said conductor wires, but in no case to a distance greater than 15 feet from outside boundaries of the Easement or to a height of less than 20 feet.

It is understood, covenanted and agreed that by the execution of this right-of-way deed and granting of the rights-of-way and easements herein described, the Grantors do not convey, and the Grantee does not acquire, any water, oil, gas, or other minerals, or any rights thereto, in, on or underlying said rights-of-way and easements or the hereinbefore described parcels of land and real property, or flowing on, through or beneath said parcels of land and real property, but any and all such water, oil, gas and other minerals, and any other rights thereto, not specifically granted hereby shall be and remain the property of the Grantors, their successors in ownership or assigns, with the right to store, conserve, divert, approperiate, extract, take and use any and all such water, oil, gas and other minerals, subject, however, to the rights-of-way and easements and rights herein granted and conveyed.

The Grantee, its successors and assigns, shall not have the right to fence or enclose the rights-of-way and easements herein granted, or any part thereof, but the present and future owners, lessees and occupants of the land within and surrounding said rights-of-way and easements, shall have the right to construct and maintain fences along the exterior lines of and across said rights-of-way and easements, but any and all such fences shall be provided with gates to be furnished and installed by the Grantee, its suc-

cessors and assigns, convenient for ingress to and egress from said rightsof-way and easements by the Grantee, its successors and assigns, for the purposes hereinbefore stated, and any and all such gates may be locked with locks of the Grantee, its successors and assigns, provided that the present and future owners, lessees and occupants of the land within and surrounding said rights-of-way and easements may also have locks to any such gates, but such locks shall be so installed as to permit such gates to be opened by either the Grantee, its successors and assigns, or such present and future owners, lessees and occupants.

TO HAVE AND TO HOLD said rights-of-way and easements and rights hereby granted unto the Grantee herein, its successors and assigns, forever, provided that in the event this easement shall be abandoned by the City all rights granted hereunder shall revert to the said Grantors, its heirs, successors or assigns.

SANTA ANA RIVER DEVELOPMENT COMPANY, a corporation,

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cessors and assigns, convenient for ingress to and egress from said rightsof-way and easements by the Grantee, its successors and assigns, for the purposes hereinbefore stated, and any and all such gates may be locked with locks of the Grantee, its successors and assigns, provided that the present and future owners, lessees and occupants of the land within and surrounding said rights-of-way and easements may also have locks to any such gates, but such locks shall be so installed as to permit such gates to be opened by either the Grantee, its successors and assigns, or such present and future owners, lessees and occupants.

TO HAVE AND TO HOLD said rights-of-way and easements and rights hereby granted unto the Grantee herein, its successors and assigns, forever, provided that in the event this easement shall be abandoned by the City all rights granted hereunder shall revert to the said Grantors, its heirs, successors or assigns.

SANTA ANA RIVER DEVELOPMENT COMPANY. a corporation,

resident

STATE OF CALIFORNIA COUNTY OF ile On this. 5,1960 if, the undersigned, a Notary Public in and for said County and State, personally ap-...in the year one thousand hundred 60 Planer 2. Clarelan nine hundred... before me, ly known to me to be the person whose name is subscribed to the within Instrument, a Notary Public in and for said County and State, persontness thereto, who being by me duly sworn, deposes and says: ana dent Santalan known to me to be the. elopment Chal and 7/117/11 place inference ...President, lly known to Tierre to be the same person described in and whose name known to me to be the:

Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a will refer that the same and of directors.

WITNESS my hand and official seal the day and year in this certificate first above written. red to the within and annexed Instrument as ____a _ Part _ liver the same, and _____ _acknowledged to said affiant that __ ed the same; and that said affiant subscribed his name thereto as a Witness. ss my hand and official seal. Clany Cleveland Notary Public in and for said County and State. TS FORM 262- REV. 12-57 ser 3. Clevelan Notary Public in and for said County and State.

- My Commission Publics Expires April 22, 1981 State.

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cessors and assigns, convenient for ingress to and egress from said rightsof-way and easements by the Grantee, its successors and assigns, for the purposes hereinbefore stated, and any and all such gates may be locked with locks of the Grantee, its successors and assigns, provided that the present and future owners, lessees and occupants of the land within and surrounding said rights-of-way and easements may also have locks to any such gates, but such locks shall be so installed as to permit such gates to be opened by either the Grantee, its successors and assigns, or such present and future owners, lessees and occupants.

TO HAVE AND TO HOLD said rights-of-way and easements and rights hereby granted unto the Grantee herein, its successors and assigns, forever, provided that in the event this easement shall be abandoned by the City all rights granted hereunder shall revert to the said Grantors, its heirs, successors or assigns.

SANTA ANA RIVER DEVELOPMENT COMPANY, a corporation,

PAGE 58(STATE OF CALIFORNIA,

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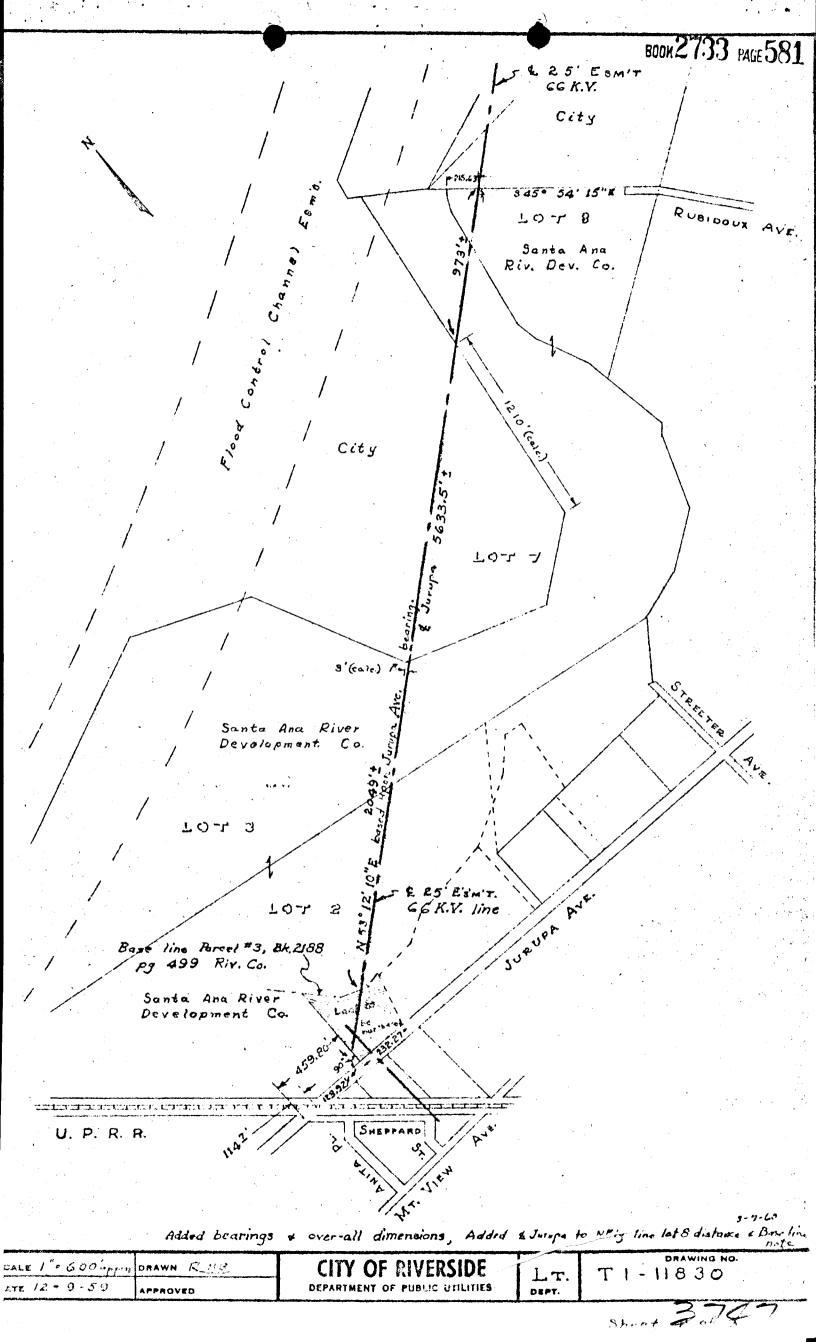
On the undersigned, a Notary Public in and for said County and State, personally appeared. personally known to me to be the person whose name is subscribed to the within Instrument, as a Witness thereto, who being by me duly sworn, deposes and says: resides in_ was present and saw Extantal an ver die personally known to Term to be the same person ____described in and whose name_____ subscribed to the within and annexed Instrument as ____a _ Part __ and deliver the same, and he _acknowledged to said affiant that _

executed the same; and that said affiant subscribed his name thereto as a Witness. WITNESS my hand and official seal. Cleveland <u>('0.</u>

5,1960

Notary Public in and for said County and State. ACKNOWLEDGMENT-WITNESS-WOLCOTTS FORM 262- REV. 12-57

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CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

	1120			,
THI	IS IS TO CERTIFY that	the interest i	n real property	conveyed by the
deed or grant	t dated \setminus May 26, 1	960		
From Santa	Ana River Developmen	t Co.		
For Por.	of Lots 2, 3, 7 & 8 o	f Evans Rio Rar	icho	
to the City o	of Riverside, a munic	ipal corporatio	n, is hereby acc	cepted for and on
behalf of sat	id City pursuant to R	esolution of th	e City Council t	thereof recorded
on December	3, 1958 in Boo	k <u>2374</u> O.R. pag	e <u>339</u> Et Seq.	, Riverside County
Records, and	the Grantee hereby c	onsents to reco	rdation of the a	attached instru-
ment through	the undersigned, its	duly authorize	d Property Manas	gement Officer.
DAT	reco 7-18-60			
			1.41.1	Tailer
		Pr	operty Managemen	nt Officer
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BOOK 2733 PAGE 582

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City of Riverside

ELECTRIC LIGHT AND WATER DEPARTMENT

INTERDEPARTMENTAL Correspondence

Date: June 21, 1960

To: Mr. Ken Hunter
City Manager

From: Everett C. Ross
Public Utilities Director

Subject: Santa Ana River Route - 66 K.V. Line Grant Deed and Easement

The Board of Public Utilities met on June 17, 1960, and took the following action:

The Property Management Officer reported to the Board that an easement needed for the routing of the 66 K.V. line had been requested from the Santa Ana River Development Company over a portion of their land in the Santa Ana River bottom. As an area comprising 2.29 acres of the land already has several City easements, the Santa Ana River Development Company did not wish to have any more easements on this portion but offered to sell this 2.29 acres plus a transmission line easement for approximately 3,032 feet of 25-foot right of way over their remaining property for a total consideration of \$2,800.00.

After a general discussion, motion was made and passed, to authorize the Department, subject to Council approval, to purchase these 2.29 acres and the easement for the total sum of \$2,800.00

Respectfully submitted,

BOARD OF PUBLIC UTILITIES

Everett C. Ross

Secretary

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